

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WORLD FUEL SERVICES (Singapore)
Pte. Ltd., a Singapore Company,

Plaintiff,

v.

M/V NEW AMBITION, IMO 9282613, *In Rem*,
and STX PAN OCEAN CO., LTD., a Korea
Company,

Defendants.

IN ADMIRALTY

No.

VERIFIED COMPLAINT FOR IN REM
VESSEL ARREST AND RULE B
ATTACHMENT

COMES NOW plaintiff, World Fuel Services (Singapore) Pte. Ltd., ("World Fuel"), by and through its attorneys, Harris & Moure, pllc, and for verified claims against defendants, alleges as follows:

I. PARTIES

1. World Fuel is a Singapore company with its principal place of business in Singapore.

World Fuel is not an owner, part owner, or joint venture in ownership of the M/V NEW AMBITION.

2. Defendant M/V NEW AMBITION ("Vessel"), is a Panama flag vessel.

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4. This is an admiralty and maritime claim within the meaning of Fed. R. Civ. P. 9(h) and Rule C and B of the Supplemental Rules for Certain Admiralty and Maritime Claims. This claim is within the jurisdiction of this Court pursuant to the general maritime law, 28 U.S.C. §1333, and 46 U.S.C. § 31342.

6. Venue is proper pursuant to 28 U.S.C. §1391(b).

7. This is an action in admiralty, in rem to enforce a maritime lien on defendant Vessel M/V NEW AMBITION, and on bunkers of STX Pan Ocean Co., Ltd. located on the Vessel M/V NEW AMBITION, including, without limitation all of their engines, machinery, tools, fishing gear, boats, anchors, chains, tackle, fittings, navigation equipment, and all other equipment and appurtenances appertaining or belonging to the Vessel and its fuel whether on board or not.

8. This lien arises from the delivery of necessities to the defendants pursuant to 46 U.S.C. §31342.

9. On or about May 20, Plaintiff World Fuel delivered fuel to the M/V New Ambition, upon information and believe, a vessel chartered by STX, while it was in Busan, Korea. Attached as Exhibit 1 is a true and correct copy of the Bunker Delivery Note associated with this delivery.

10. Attached as Exhibit 2 is a true and correct copy of the invoice for the May 20, 2013 fuel

1 delivery to the M/V NEW AMBITION, indicating the amount due of \$432,100.00.

2 11. On or about May 21, Plaintiff World Fuel delivered fuel to the M/V OCEAN
3 VANGUARD, upon information and believe a vessel chartered by STX, while it was in Pohang,
4 Korea. Attached as Exhibit 3 is a true and correct copy of the Bunker Delivery Note associated with
5 this delivery.
6

7 12. Attached as Exhibit 4 is a true and correct copy of the invoice for the May 21, 2013 fuel
8 delivery to the M/V OCEAN VANGUARD, indicating the amount due of \$623,000.00.

9 13. As a result of the STX's actions, Plaintiff accelerated the terms of the above-mentioned
10 invoices pursuant to paragraph 7(g) World Fuel's Terms and Conditions. Accordingly, payment for
11 the fuel invoices is immediately considered overdue. Attached as Exhibit 5 is a true and correct copy
12 of World Fuel's Terms and Conditions.
13

14 14. Attached hereto as Exhibit 6 is a true and correct copy of the email sent from Plaintiff to
15 STX on June 6, 2013, which indicated the terms of this acceleration and demanded immediate
16 payment for the total outstanding balance of \$1,055,100.00.
17

18 15. The outstanding balance of indebtedness is \$1,055,100.00, which includes principal.
19 The indebtedness also increases by contractual terms, interest due, as well as the amount of
20 expenses, costs, and attorneys' fees World Fuel incurs in connection with this action pursuant to
21 World Fuel's Terms and Conditions (Exhibit 3).
22

23 IV. CAUSES OF ACTION

24 First Cause of Action: Breach of Contract

25 13. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through
26 15 above, as though fully set forth herein.

1 14. Defendants breached their contract with World Fuel by failing to pay for the goods
2 and services provided by World Fuel.

3 15. Plaintiff World Fuel has been damaged by defendants' breaches of contract, which
4 entitle World Fuel to remedies at law and in admiralty as provided in its invoices and Terms and
5 Conditions.
6

7 **Second Cause of Action: Quantum Meruit**

8 16. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through
9 15 above, as though fully set forth herein.

10 17. This count sets forth a claim for damages against defendant under quantum meruit for
11 defendants' acceptance of goods and services for which defendant knew World Fuel expected
12 payment.
13

14 18. Plaintiff World Fuel provided and/or paid for goods and services that were accepted
15 by and benefited defendants.

16 19. Defendants accepted the benefits of these goods and services provided and/or paid for
17 by plaintiff World Fuel knowing that World Fuel expected reimbursement and/or payment for
18 providing and/or paying for those goods and services.
19

20 **Third Cause of Action: Money Due**

21 20. Plaintiff realleges and incorporates the allegations set forth in paragraphs 1 through 19
22 above, as though fully set forth herein.

23 21. Defendants have not made payment of \$1,055,100.00 for fuel delivered to defendants
24 by World Fuel.
25
26

22. As a result of this non-payment by defendant's chartered Vessel, plaintiff World Fuel has incurred monetary damages in an amount which will be proven at trial, but certain to equal or exceed \$1,055,100.00.

V. PRAYER FOR RELIEF

WHEREFORE, plaintiff World Fuel prays for relief against the in rem defendant as follows:

1. That plaintiff World Fuel have judgment *in rem* against defendant Vessel M/V NEW AMBITION, IMO 928613, including, without limitation all of its engines, machinery, tools, fishing nets and other fishing gear, fish processing equipment, boats, anchors, chains, tackle, fittings, navigation equipment, and all other equipment and appurtenances appertaining or belonging to the Vessel, whether on board or not, and a Rule B attachment on the fuel located on the vessel M/V NEW AMBITION in the amount of \$1,055,100.00 for principal amounts owing by defendants, plus prejudgment and postjudgment interest, contractual fees, and attorneys' fees thereon as allowed by contract and by law;

2. The Clerk of this Court issue a warrant for arrest of the vessel M/V NEW AMBITION and attachment of the fuel on the vessel M/V NEW AMBITION, commanding the United States Marshal for this district to arrest and take into custody the defendant Vessel and detain the same in his custody until further order of this Court;


3. The Court hold that plaintiff World Fuel holds a valid maritime lien against the vessel M/V NEW AMBITION and its engines, appurtenances, furnishings, machinery and equipment, as provided by 46 U.S.C. § 31342, and by federal decisional law construing the statute, and that the plaintiff World Fuel have a valid Rule B attachment against the fuel on the vessel M/V NEW AMBITION;

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5. The Court award plaintiff its attorneys' fees, costs and other expenses incurred in connection with this proceeding, including without limitation, all costs incurred *in custodia legis* as may be established at trial or otherwise awarded;

6. The Court grant such other legal and equitable relief as this Court deems just and proper.

DATED this 7th day of June, 2013.

By 
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VERIFICATION OF COMPLAINT

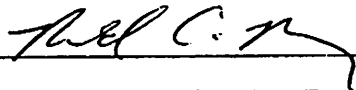
I, Ronald C Riley , am over the age of eighteen and competent to testify;

1. I am the Senior Credit Manager for plaintiff in the above-entitled matter.

2. I have read the foregoing Complaint, know the contents thereof, and believe the same to be true. I make this representation to the Court based on my position as Senior Credit Manager for plaintiff.

3. This verification on behalf of plaintiff is provided under Local Admiralty Rule 105.

I declare under penalty of perjury that the foregoing is true and correct.



Print Name: Ronald C. Riley, Esq

JUNE 7, 2013

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